

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

SAND LODGING INC.,

Plaintiff,

v.

RETZKE LLC,

Defendant.

Case No. 21-CV-857-JPS

ORDER

On July 20, 2021, Plaintiff filed this action alleging a breach of contract arising from Defendant's default on a promissory note valued at \$163,620.43. (Docket #1, #1-1). Defendant was served on August 14, 2021. (Docket #7). Defendant did not appear or otherwise defend this action within the time provided by the Federal Rules of Civil Procedure, so the Clerk of the Court, at Plaintiff's request, entered default against Defendant on October 8, 2021.

On November 12, 2021, Plaintiff filed a motion for entry of a default judgment against Defendant. (Docket #9). Defendant never appeared in the case or opposed the request or motion for default judgment. *See* Civ. L.R. 7(b). As a result, the Court treats the motion as unopposed. Civ. L.R. 7(d).

The facts pleaded in the complaint establish Defendant's liability. (Docket #1, #1-1). Plaintiff nevertheless bears the responsibility to prove up its damages under Rule 55(b)(2) of the Federal Rules of Civil Procedure. Indeed, "even when a default judgment is warranted based on a party's failure to defend, the allegations in the complaint with respect to the amount of the damages are not deemed true," and the Court must conduct an inquiry to ascertain the amount of damages with reasonable certainty.

e360 Insight v. The Spamhaus Project, 500 F.3d 594, 602 (7th Cir. 2007) (citations and quotations omitted). Judgment by default may not be entered without a hearing on damages unless “the amount claimed is liquidated or capable of ascertainment from definite figures contained in the documentary evidence or in detailed affidavits.” *Id.*

Here, Plaintiff seeks \$242,644.75, which breaks down to the principal loan amount, \$163,620.43, which has been accruing interest at a rate of 18% per year, compounded monthly, since August 30, 2019. (Docket #9-2 at 1). Additionally, Plaintiff has incurred legal costs bringing this action in the amount of \$481.00. (*Id.*) In support of its allegations, Plaintiff provided a declaration from Leo Sand, who loaned the money, (*id.*), and a copy of the signed loan agreement and promissory note, which sets forth the loan amount, the rate of interest, and the terms of payment and default, (*id.* at 2–10). The Court finds that this is sufficient documentary evidence to support the requested damages of \$243,125.75 (which breaks down to the balance owed on the promissory note plus litigation costs), as well as post-judgment interest as provided by law.

Accordingly,

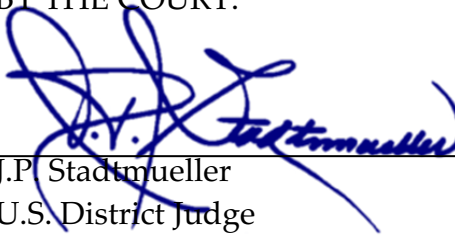
IT IS ORDERED that Plaintiff’s motion for default judgment (Docket #9) be and the same is hereby **GRANTED**; Defendant shall pay to Plaintiff the total sum of \$243,125.75, together with post-judgment interest as provided by law; and

IT IS FURTHER ORDERED that this action be and the same is hereby **DISMISSED**.

The Clerk of the Court is directed to enter judgment accordingly.

Dated at Milwaukee, Wisconsin, this 1st day of February, 2022.

BY THE COURT:



J.P. Stadtmueller
U.S. District Judge